

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CRAIGSLIST, INC., a Delaware corporation,

CASE NO. CV12-03816 CRB

Plaintiff,

**FINAL JUDGMENT AND
PERMANENT INJUNCTION
AGAINST PADMAPPER, INC.**

v.

3TAPS, INC., et al.,

Defendants.

AND RELATED COUNTERCLAIMS

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, pursuant to stipulation of Plaintiff craigslist, Inc. (“craigslist”) and PadMapper, Inc. (“PadMapper”), that:

I. Final Judgment

Judgment is entered in favor of craigslist against PadMapper.

II. Injunction

PadMapper and its current and future officers, agents, servants, employees, and other persons who are in active concert or participation with it or individuals within its control (collectively, the “Prohibited Parties”), are ordered and enjoined as follows:

A. Effective immediately upon the entry of this Order, the Prohibited Parties shall not display, frame, include, or post on any website owned or controlled by the

1 Prohibited Parties, including but not limited to *padmapper.com* (the “PadMapper
2 Websites”), any new “craigslist Content” (defined below) that was not displayed,
3 framed, included, or posted on the PadMapper Websites prior to the entry of this
4 Order.

5 B. Within fourteen (14) days of the entry of this Order, the Prohibited Parties will
6 forever cease access to and/or any use of, including but not limited to
7 reproducing, transmitting, displaying, framing, including, disseminating,
8 publishing, distributing, or giving away (“Access and Use”), any content,
9 including but not limited to user-generated postings, advertisements,
10 information, data, images, messages, or emails, that has been submitted to,
11 posted on, or transmitted via any craigslist website, service, or computer server,
12 including, but not limited to *craigslist.org* (“craigslist Content”). For the
13 avoidance of doubt, this prohibition includes, but is not limited to, craigslist
14 Content that a third party, including without limitation a third party located
15 outside U.S. jurisdiction, has obtained from (i) any craigslist website, service, or
16 computer server, or (ii) any other party, or series of parties, that itself or
17 themselves obtained craigslist Content from any craigslist website, service or
18 computer server.

19 C. The prohibition on Access and Use of craigslist Content includes: 1) direct
20 Access and Use by the Prohibited Parties; and 2) indirect Access and Use via a
21 third party, intermediary, or proxy, including but not limited to any search engine
22 or participant in crowd sourcing of craigslist Content. The prohibition covers all
23 Access and Use by the Prohibited Parties and provides no exceptions, including
24 but not limited to a claim of fair use or implied license.

25 D. The Prohibited Parties are also permanently prohibited from:
26 (1) directly or indirectly downloading, harvesting, obtaining, or copying
27 craigslist Content by any means whatsoever, including but not limited to

robots, spiders, scrapers, or crawlers;

- (2) directly or indirectly displaying, framing, including, disseminating, publishing, distributing, selling, giving away, or otherwise presenting or making available to any person or entity, or facilitating same, any craigslist Content;
- (3) representing, on their websites, in their mobile apps, or otherwise, that they are in any way affiliated with craigslist, or that any of their products or services contain or include any craigslist Content;
- (4) directly or indirectly circumventing technological measures that control access to any craigslist website or any portions thereof, including but not limited to, measures that: monitor and/or block activity associated with particular IP addresses or provide a set of instructions to any automated technologies visiting the craigslist website that prohibit automated programs (e.g., a robots.txt file), whether through use of multiple IP addresses or any other means;
- (5) directly or indirectly infringing any of craigslist's copyrighted materials;
- (6) sending or transmitting, or paying, directing, aiding, or conspiring with others to send or transmit (i) any commercial electronic mail or electronic communication to any craigslist email address, user, member or poster, bearing any false, fraudulent, anonymous, inactive, deceptive, or invalid return information, or otherwise using any other artifice, scheme or method of transmission that would prevent the automatic return of undeliverable electronic mail to its original and true point of origin or that would cause the email return address to be that of anyone other than the actual sender or by any other means in violation of the CAN-SPAM Act, 15 U.S.C. § 7701, et seq. or (ii) any commercial electronic mail message to email addresses known to have been acquired or harvested from any

craigslist website;

- (7) engaging in the purchase, acquisition, collection, harvest, sale, transfer, transmission, distribution, trade, or display of craigslist users' postings, names, locations, addresses, email addresses, phone numbers, contact information, screen names or other user information, taken from any craigslist website, service, or computer server, including, but not limited to *craigslist.org*, or lists thereof; and
- (8) directly or indirectly using, other than fair use, any craigslist trademark or trade dress, or applying for, or registering any mark, trade name, trade dress, company name, domain name, website username, or url that contains any craigslist trademark or misspelling of any craigslist trademark, or that is confusingly similar to any craigslist trademark; and from using or acquiring any Twitter handle, email address, avatar, domain name, social media user name, or other asset of any kind that contains or suggests the words "craig," "craigslist," or anything similar.

E. The Prohibited Parties shall make their best efforts to permanently delete or destroy any craigslist Content, regardless of whether obtained directly or indirectly, whether stored in electronic form or otherwise, in their possession, custody, or control within sixty (60) days of the entry of this Order. In any event, such deletion and destruction shall be completed within ninety (90) days of the entry of this Order. craigslist may, at its sole expense, retain a third party digital forensics firm (“Forensics Firm”) to certify to the destruction of the craigslist Content from PadMapper’s computer systems and files. The Forensics Firm shall enter into a confidentiality agreement reasonably acceptable to PadMapper, requiring the Forensics Firm to keep all information generated from an audit strictly confidential, except facts solely related to PadMapper’s obligation to delete or destroy under this paragraph E. PadMapper will provide the Forensics

1 Firm with all necessary access for such a certification between 90 and 100 days
2 after the entry of this Order.

3 F. Notwithstanding the foregoing, any individuals who are Prohibited Parties are
4 permitted to make limited personal, non-commercial use of the craigslist website,
5 in full compliance with the craigslist Terms of Use in effect at that time, for the
6 purchase and sale of goods and services. This use is limited as follows:
7 (i) no more than ten (10) postings per month per individual; and
8 (ii) no more than twenty (20) visits to the website per month per individual,
9 with each visit not to exceed one (1) hour.

10 G. To the extent craigslist has reason to believe that any of the Prohibited Parties
11 have violated any provision herein, craigslist will provide such Prohibited Parties
12 notice and fifteen (15) days to cure before seeking to enforce this Injunction.

13 **III. Monitoring Compliance**

14 It is further ORDERED that the Prohibited Parties shall:

15 A. Take reasonable steps sufficient to monitor and ensure that all persons within their
16 control or employment (whether as independent contractors, employees, agents,
17 partners or in some other capacity) comply with this Order, including but not
18 limited to providing a copy of this Order to any person within their control or
19 employment and requesting that such person adhere to its terms; and
20 B. Take all reasonable corrective action with respect to any individual within their
21 control or employment whom any Prohibited Party determines is not in
22 compliance with the terms of this Order, which may include training, disciplining,
23 and/or terminating such individual, and notifying craigslist promptly in writing of
24 the underlying conduct.

25 **IV. Dismissal of PadMapper's Counterclaims With Prejudice**

26 PadMapper's counterclaims are dismissed with prejudice.

V. Retention of Jurisdiction

2 It is further ORDERED that this Court shall retain jurisdiction of this matter in law and
3 equity for purposes of enforcing and/or adjudicating claims of violations of this Order or of
4 disputes arising in connection with the Settlement Agreement entered by the parties hereto. Any
5 such matters shall be raised by noticed motion. The Court finds that the above-referenced
6 stipulation of the Parties includes a waiver of the right to appeal the entry of this Order and a
7 waiver of the right to contest the validity of any clause, term, or provision herein in any
8 subsequent proceeding, and enters the Order on that basis; provided, however, that if for any
9 reason any clause, term, or provision herein is deemed unlawful or invalid, the remaining
10 clauses, terms and provisions shall remain in full force and effect.

IT IS SO ORDERED.

Dated: June 30, 2015

Honorable Charles R. Breyer